

## DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Mr. Jerry Inskeep

**Permit No.** 199900663

Mr. Jerry Inskeep

2201 Yacht Haven Road

Friday Harbor, Washington 98250-8177

**Issuing Office:** Seattle District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** Install grated aluminum pier (6 x 120 ft), grated ramp (4 x 48 ft), angle float (16 x 8 ft), a grated main float (8 x 90 ft), and a grated end float (8 x 40 ft), a float anchoring system of helix anchors and Seaflex rode, and drive 9 steel piling with a vibratory pile driver with no proofing in accordance with the plans and drawings dated April 4, 2005, attached hereto which are incorporated in and made a part of this permit (to provide year-round moorage and access to the water sufficient to accommodate approximately six to ten vessels associated with the ten properties covered within the Joint Use Agreement and that this access to the water and their vessels would be unrestricted by tides and water depths).

Four pair of full-length steel piles situated 40 feet apart would support the pier structure and one steel pile will support the end of the angle float which functions as the gangway landing float (9 total steel pilings). The steel piles would be driven in using a vibratory pile driver with no proofing. The fixed pier will be elevated to +15 feet MLLW and is oriented south-southwest to north-northeast from the shore. The float will remain elevated approximately 1.2 feet above the substrate during extreme low tides (-3.8 feet MLLW) by the Seaflex elastic rode system attached to helix anchors. The pier and ramp will have 100% grating with 34% open space; the angle float and the two sections of main floats will have a 2-foot wide strip of fiberglass grating down the middle covering 25% of the float surface with 68% open space. The float tubs will be located under the solid portion of the float.

The proposed pier has been specifically designed as a joint-use structure to serve the 10 lots and 2,200 linear feet of shoreline owned by the applicants. Tracts A and B and Lots 49, 50, 67, 68, 69, 70, 71, and Lot 72 are part of the Agreement Regarding Joint-Use Dock. Section 3 of the Agreement expressly prohibits the "Joint Users" (Mr. Jerry Inskeep, Ms. Martha Inskeep Brandt, Ms. Sarah Inskeep Meling, and Mr. John Inskeep), as well as their "heirs, successors and assigns" from building any additional docks or over-water structures on Tracts A and B and Lots 49, 50, 67, 68, 69, 70, 71, and Lot 72 of the Plat of Yacht Haven, other than the proposed pier on Lot 72. Section 14 of the Agreement specifies that the Joint Use Agreement be recorded against the property titles for these tracts and that all covenants contained within the Agreement shall run with the land, thus binding future property owners to the Agreement and the prohibition of other piers or over-water structures along this shoreline covered by the Agreement.

The lengths of the floats were designed to serve all ten lots of the Joint Use Agreement and the vessels owned by those lot owners. The approximately 240 lineal feet of docking space on the floats is intended to provide approximately 24 feet of docking space for each lot owner; moorage would most commonly occur during six or seven months of the year, concentrated mainly during summer. The Grady White fishing boat currently owned by the applicants is 31 feet in length, 11 feet in width, with 19 inches draft.

**Project Location:** In Horseshoe Bay, in the opening to Westcott Bay, San Juan Island, at San Juan County, Washington.

**Permit Conditions:***General Conditions:*

1. The time limit for completing the work authorized ends on NOV 7 2008. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification to this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
7. After a detailed and careful review of all the conditions contained in this permit, the permittee acknowledges that, although said conditions were required by the Corps, nonetheless the permittee agreed to those conditions voluntarily to facilitate issuance of the permit; the permittee will comply fully with all the terms of all the permit conditions.

*Special Conditions:*

- a. You must provide a copy of the permit transmittal letter, the permit form, and drawings to all contractors performing any of the authorized work.
- b. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

- c. You must implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the original Jen-Jay Diving Biological Evaluation dated June 2000, as amended in March 2001 and May 2005, in their entirety. The U.S. Fish and Wildlife Service (USFWS) concurred with a finding of "may affect, not likely to adversely affect" based on the March 2001 document for species under their jurisdiction on October 16, 2001 (USFWS Reference Number: 1-3-01-I-1905). The National Marine Fisheries Service (NMFS) concurred with a finding of "may affect, not likely to adversely affect" based on these documents on September 17, 2001 and on July 22, 2005 (NMFS Reference Number: WSB-01-296 and 2005/04018). Both agencies will be informed of this permit issuance. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The USFWS/NMFS is the appropriate authority to determine compliance with ESA.
- d. The pier and floats shall be designed to provide, at a minimum, a ten foot buffer between the floats and eelgrass habitat. If this cannot occur, the applicant will contact the U.S. Army Corps of Engineers and obtain the appropriate permit modifications before construction can occur.
- e. In order to protect Puget Sound Chinook, Pacific herring, and bull trout, the permittee may conduct the authorized activities from July 16 through January 14 in any year this permit is valid, subject to the results of the mandatory surf smelt spawning survey as described in special condition 'f' below. The permittee shall not conduct work authorized by this permit from January 15 through July 15 in any year this permit is valid.
- f. Surf smelt may be spawning in the project area during the allowed work window. Prior to construction, the applicant must have a qualified biologist confirm, in writing, that no surf smelt are spawning in the area. If a Washington Department of Fish and Wildlife (WDFW) Habitat Biologist has volunteered to conduct a survey as part of the Hydraulic Project Approval, this survey may be submitted to the U.S. Army Corps of Engineers (Corps). The letter or memorandum from the qualified biologist or the WDFW Habitat Biologist must include the date of the inspection, the surf smelt findings, and must be provided to the Corps, Seattle District, Regulatory Branch, FAX (206) 764-6602, prior to construction. Address the letter or memorandum to Rozwin Liera and include the reference number 199900663. If the qualified biologist or WDFW Habitat Biologist confirms that no surf smelt are spawning in the project area, the permittee has one week from the date of the inspection to complete all work below mean high water.
- g. To insure that light transmission is not impacted, grating must not be covered with or blocked by any objects, such as, but not limited to, buildings, planters, storage sheds or boxes, nets, carpets, boards, tables, lawn furniture, or utility conduits or boxes.
- h. A copy of this permit, permit drawings, and the Joint Use Agreement shall be recorded with the Registrar of Deeds and proof provided to the U.S. Army Corps of Engineers, within 60 days after permit issuance, to ensure that subsequent property owners are aware of the construction, use, and mitigation requirements. As this authorization is for a joint-use pier, all co-applicants have voluntarily agreed to build no additional over-water structures on their property, except for the maintenance or modification of the joint-use over-water structure. This voluntary agreement and the documentation described above must be recorded on the deeds of all involved properties.
- i. No ground disturbance can occur along any of the trail areas, including, but not limited to leveling or grading with shovels, rakes, hoes, hand tools or machines.
- j. No vegetation located within the proposed trail area shall be pulled out by hand; vegetation may be cut or trimmed prior to being covered with a geotextile fabric to form the base of the trails.

k. The geotextile fabric for the trail areas must be installed and layered over with clean fill material to reduce disturbance to buried archeological deposits. The clean fill material must be obtained from an existing cleared area.

l. A monitoring report photographically documenting pre and post-project conditions relative to construction of the trails and the pier shall be submitted to the U.S. Army Corps of Engineers within 60 days of the trail construction completion. The intent of the report is to document compliance with special conditions 'i' through 'k' above. The report shall include original or color copies of labeled and dated photos taken from the shore toward the pier location under pre- and post-project conditions and photos taken from shore toward where the upland trail crosses the buried archeological deposit under pre- and post-project conditions.

m. Should archaeological materials (e.g. shell midden, faunal remains, stone tools) or human remains be observed during project activities, all work in the immediate vicinity shall stop, and the area shall be secured. The Washington State Office of Archaeology and Historic Preservation (360-586-3065), the Lummi Nation Tribal Historic Preservation Officer (LNTHPO) (360-384-2298), and the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch (206-764-3495) shall be contacted immediately in order to help assess the situation and determine how to preserve the resource(s). In the event that human remains are encountered, the LNTHPO will contact the appropriate tribal repatriation specialists. Compliance with all applicable laws pertaining to archaeological resources is required.

**Further Information:**

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:
  - (x) Section 10 of the Rivers and Harbor Act of 1899 (33 U.S.C. 403).
  - ( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of the permit.
  - b. The information provided by you in support of your application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

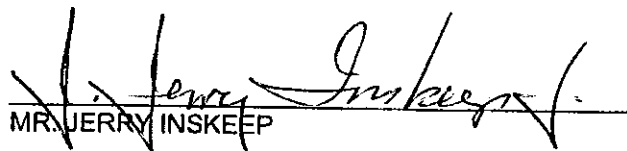
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

INSKEEP, JERRY

199900663

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
MR. JERRY INSKEEP

10-21-05  
(DATE)

MS. MARTHA BRANDT

(DATE)


MS. SARAH INSKEEP

(DATE)

MR. JOHN J. INSKEEP

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
DEBRA M. LEWIS  
Colonel, Corps of Engineers  
District Engineer

11/7/05  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

INSKEEP, JERRY

199900663

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\_\_\_\_\_  
MR. JERRY INSKEEP

\_\_\_\_\_  
(DATE)

  
\_\_\_\_\_  
MS. MARTHA BRANDT

25 October 2005  
\_\_\_\_\_  
(DATE)

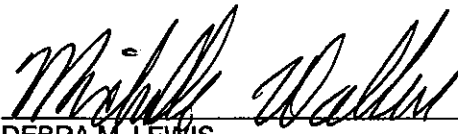
\_\_\_\_\_  
MS. SARAH INSKEEP

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
MR. JOHN J. INSKEEP

\_\_\_\_\_  
(DATE)

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*fw*   
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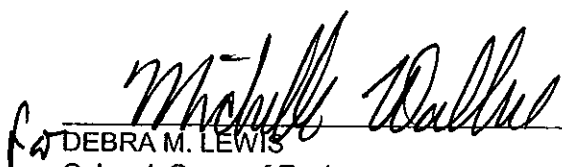
  
\_\_\_\_\_  
MS. SARAH INSKEEP

24. OCTOBER 2005  
\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
MR. JOHN J. INSKEEP

\_\_\_\_\_  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
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District Engineer

11/7/05  
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(TRANSFEREE)

\_\_\_\_\_  
(DATE)



INSKEEP, JERRY

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MR. JERRY INSKEEP

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MS. MARTHA BRANDT

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(DATE)

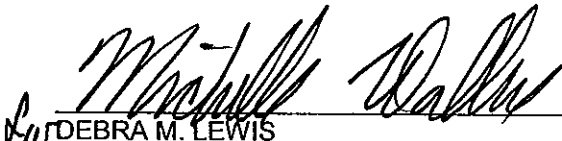
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MS. SARAH INSKEEP

\_\_\_\_\_  
(DATE)

  
\_\_\_\_\_  
MR. JOHN J. INSKEEP

10/24/05  
\_\_\_\_\_  
(DATE)

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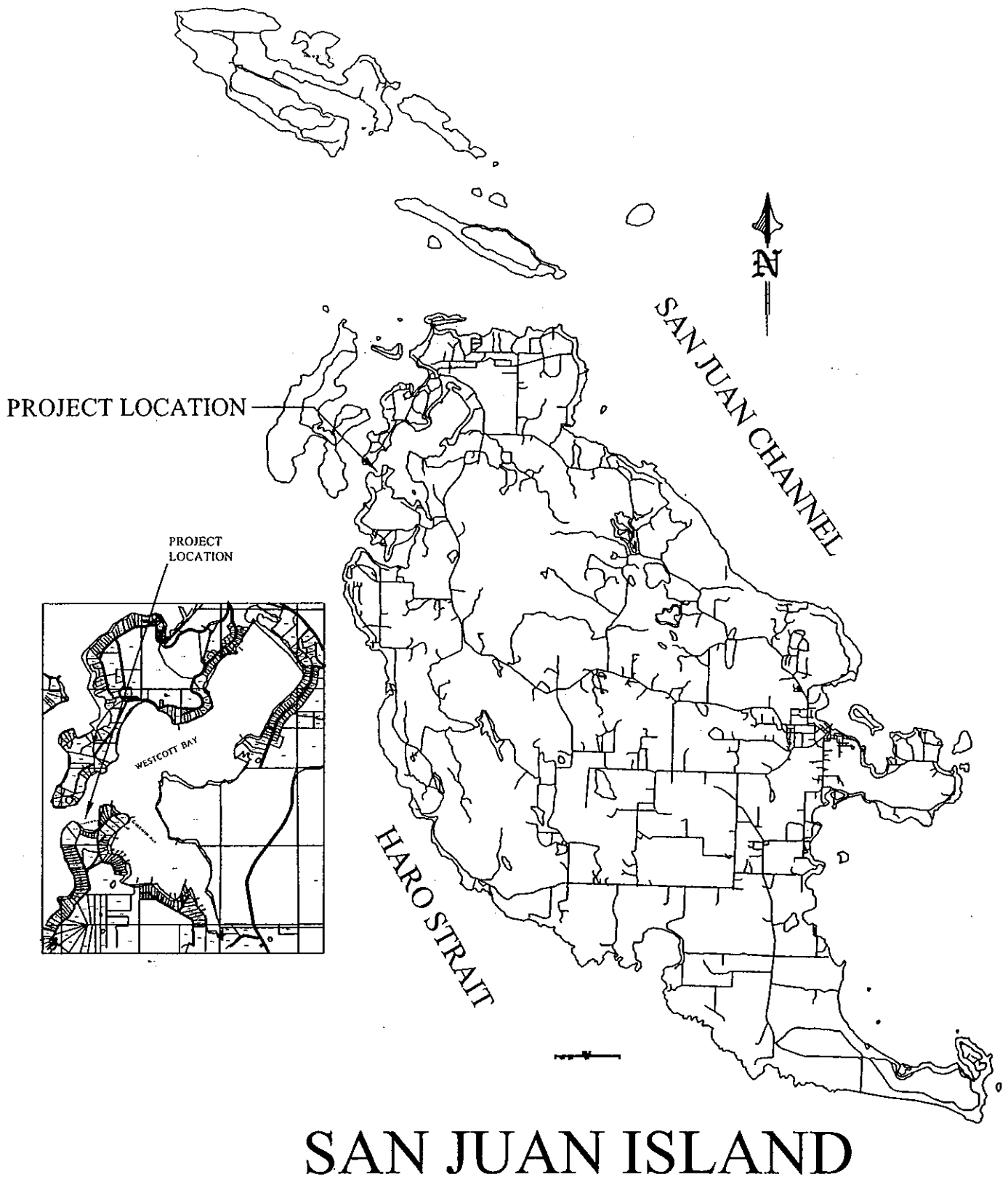
  
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District Engineer

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\_\_\_\_\_  
(TRANSFeree)

\_\_\_\_\_  
(DATE)



**PURPOSE:** Joint-Use Moorage to access waters of Horseshoe Bay

**DATUM:** N.O.S. MLLW=0'

**ADJACENT PROPERTY OWNERS:**

#462650089 - Inskeep, Jerry  
#462650071 - Inskeep, John

## PLAN VIEW

**APPLICANT:** Jerry Inskeep  
2101 Yacht Haven Road  
Friday Harbor, WA 98250

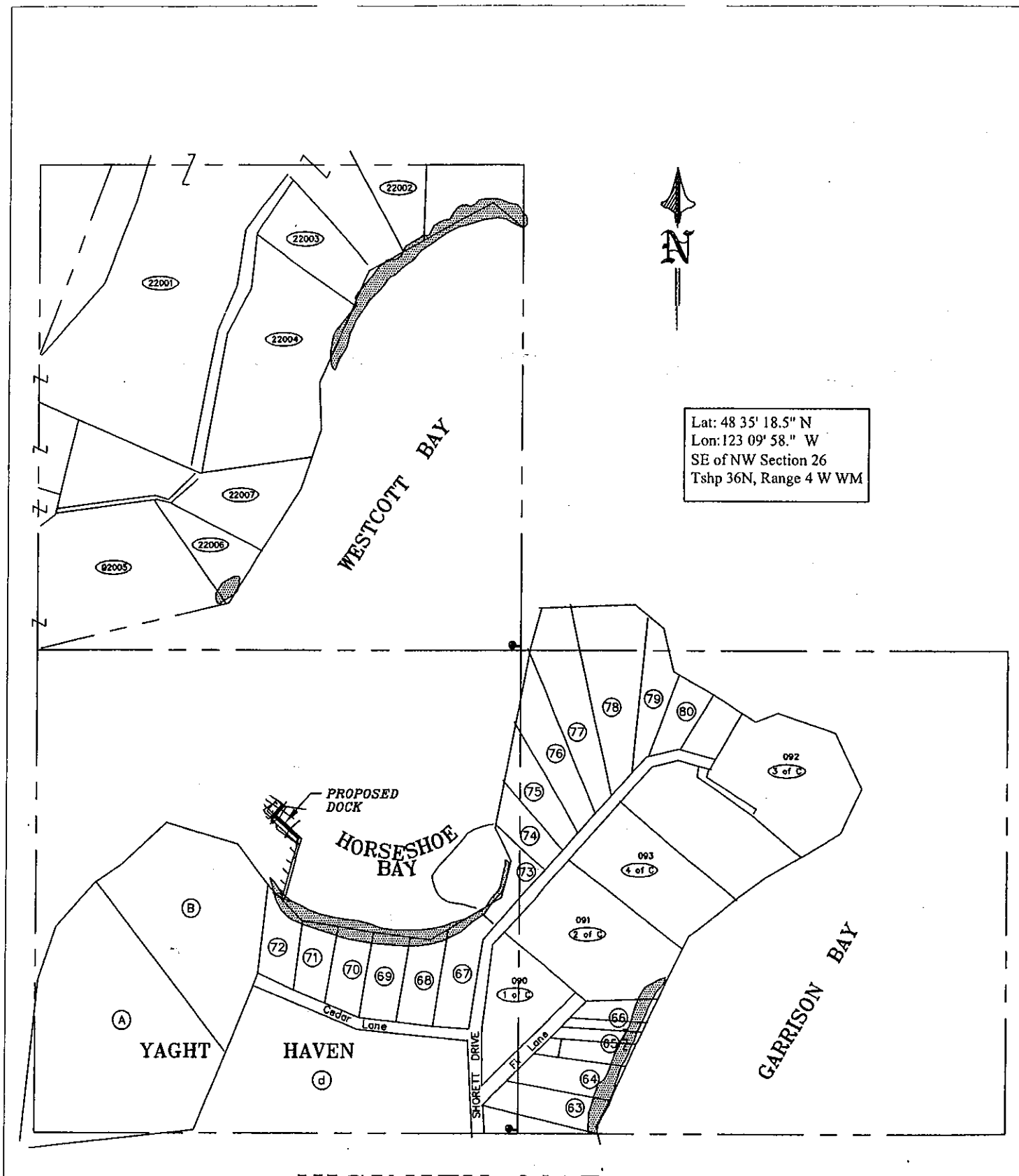
**REFERENCE:** # 1999-1-00663

**PROPOSED:** Constructing pier, install ramp, & float, drive piling, install anchors  
**IN:** Horseshoe Bay

**AT/NEAR:** Entrance to Westcott Bay, San Juan Island, WA

**COUNTY:** San Juan County

**DATE:** 5/03/04 **REV.** 4/4/05  
**SHEET 1 OF 5**



**PURPOSE:** Joint-Use Moorage to access waters of Horseshoe Bay

**DATUM:** N.O.S. MLLW=0'

**ADJACENT PROPERTY OWNERS:**

#462650089 - Inskeep, Jerry  
#462650071 - Inskeep, John

## PLAN VIEW

**APPLICANT:** Jerry Inskeep  
2101 Yacht Haven Road  
Friday Harbor, WA 98250

**REFERENCE:** # 1999-1-00663

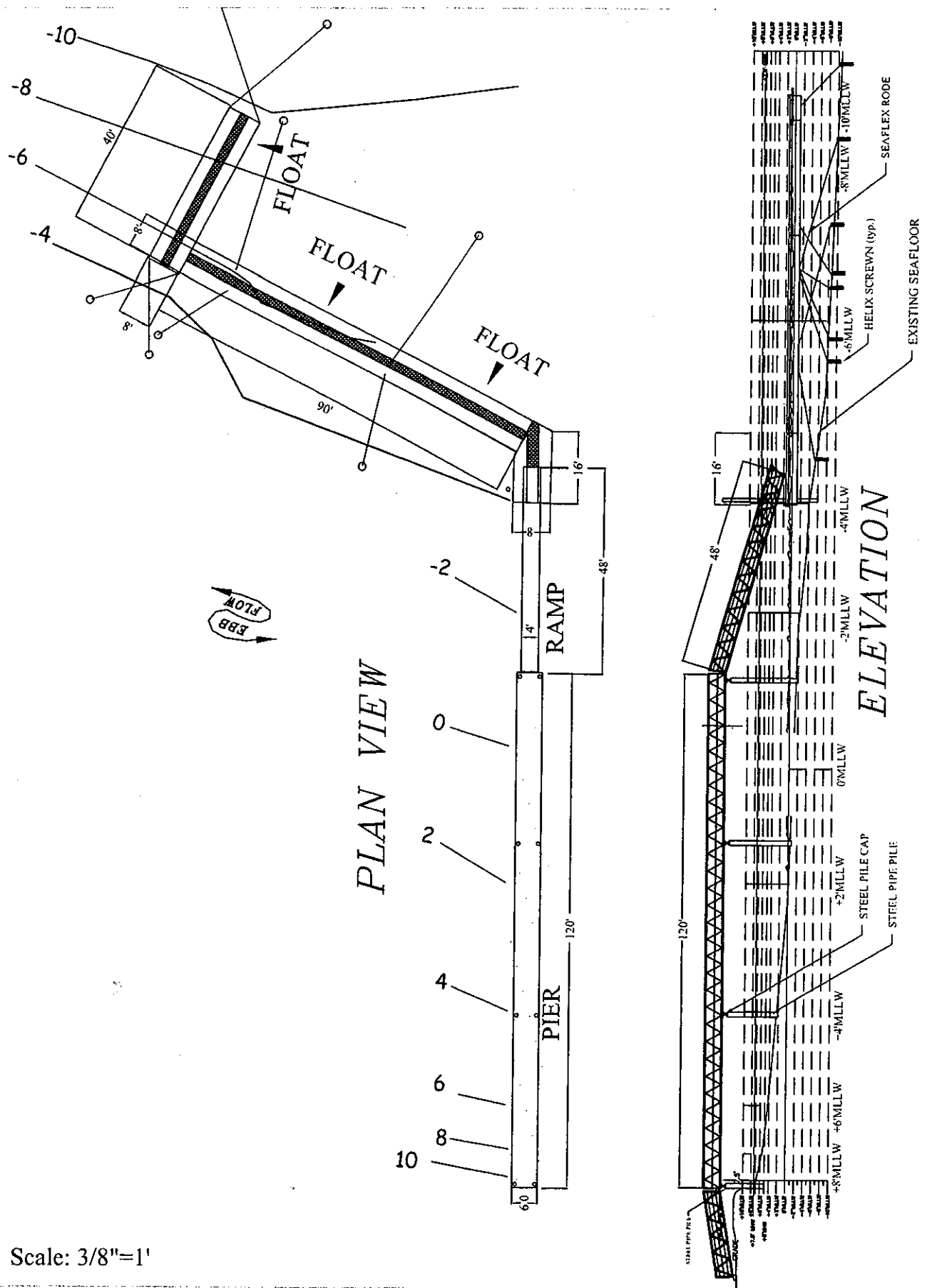
**PROPOSED:** Constructing pier, install ramp, & float, drive piling, install anchors

**IN:** Horseshoe Bay

**AT/NEAR:** Entrance to Westcott Bay, San Juan Island, WA

**COUNTY:** San Juan County

**DATE:** 5/03/04 **REV.** 4/4/05  
**SHEET 2 OF 5**



**PURPOSE:** Joint-Use Moorage to access waters of Horseshoe Bay

**DATUM:** N.O.S. MLLW=0'

**ADJACENT PROPERTY OWNERS:**

#462650089 - Inskeep, Jerry

#462650071 - Inskeep, John

## Plan View / Elevation

**APPLICANT:** Jerry Inskeep  
2101 Yacht Haven Road  
Friday Harbor, WA 98250

**REFERENCE:** # 1999-1-00663

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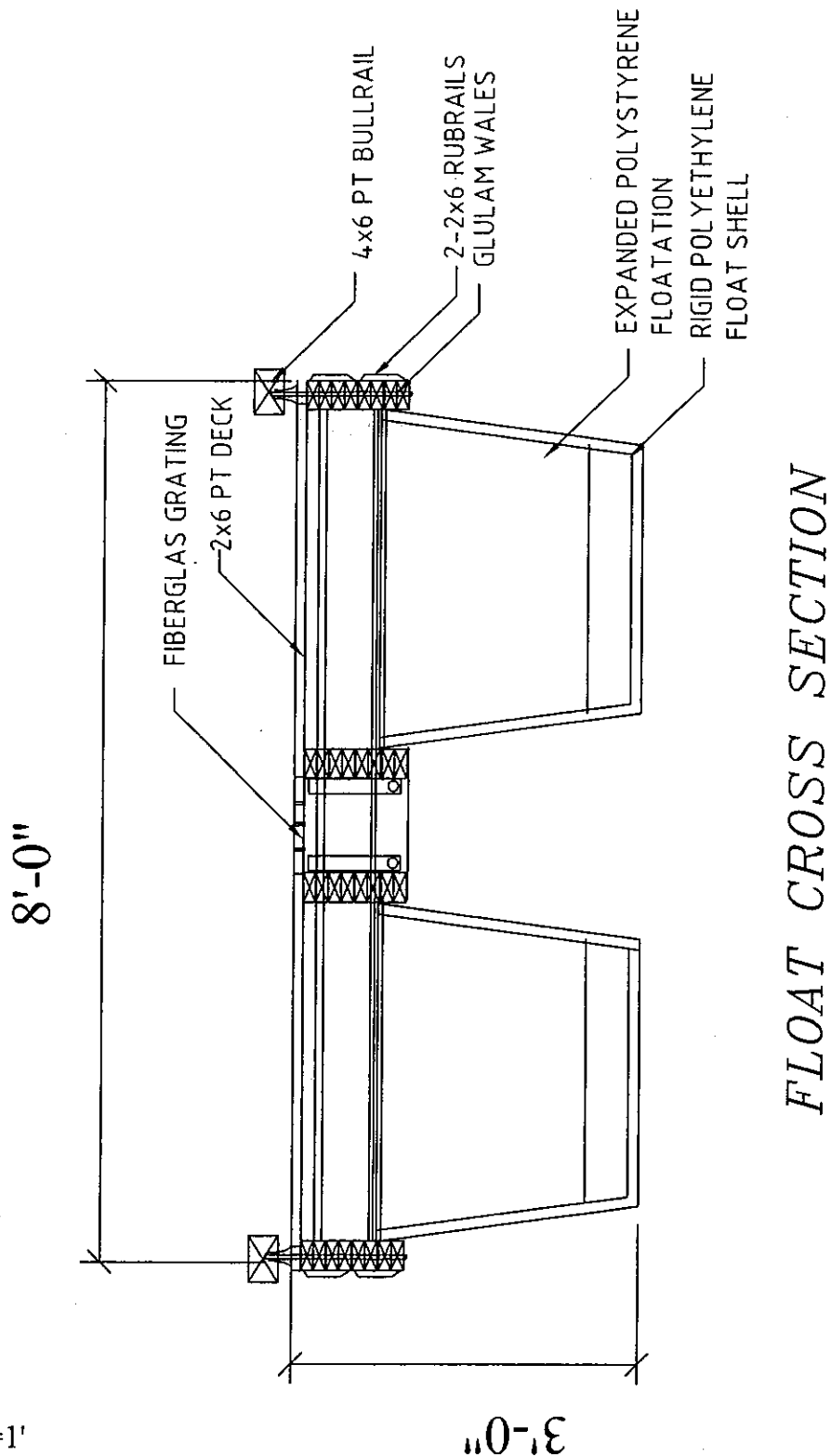
**IN:** Horseshoe Bay

**AT/NEAR:** Entrance to Westcott Bay, San Juan Island, WA

**COUNTY:** San Juan County

**DATE:** 4/04/05

**SHEET:** 2 OF 2



Scale: 3/32"=1'

**PURPOSE:** Joint-Use Moorage to access waters of Horseshoe Bay

**DATUM:** N.O.S. MLLW=0'

**ADJACENT PROPERTY OWNERS:**

#462650089 - Inskeep, Jerry

#462650071 - Inskeep, John

## FLOAT DETAIL

**APPLICANT:** Jerry Inskeep  
2101 Yacht Haven Road  
Friday Harbor, WA 98250

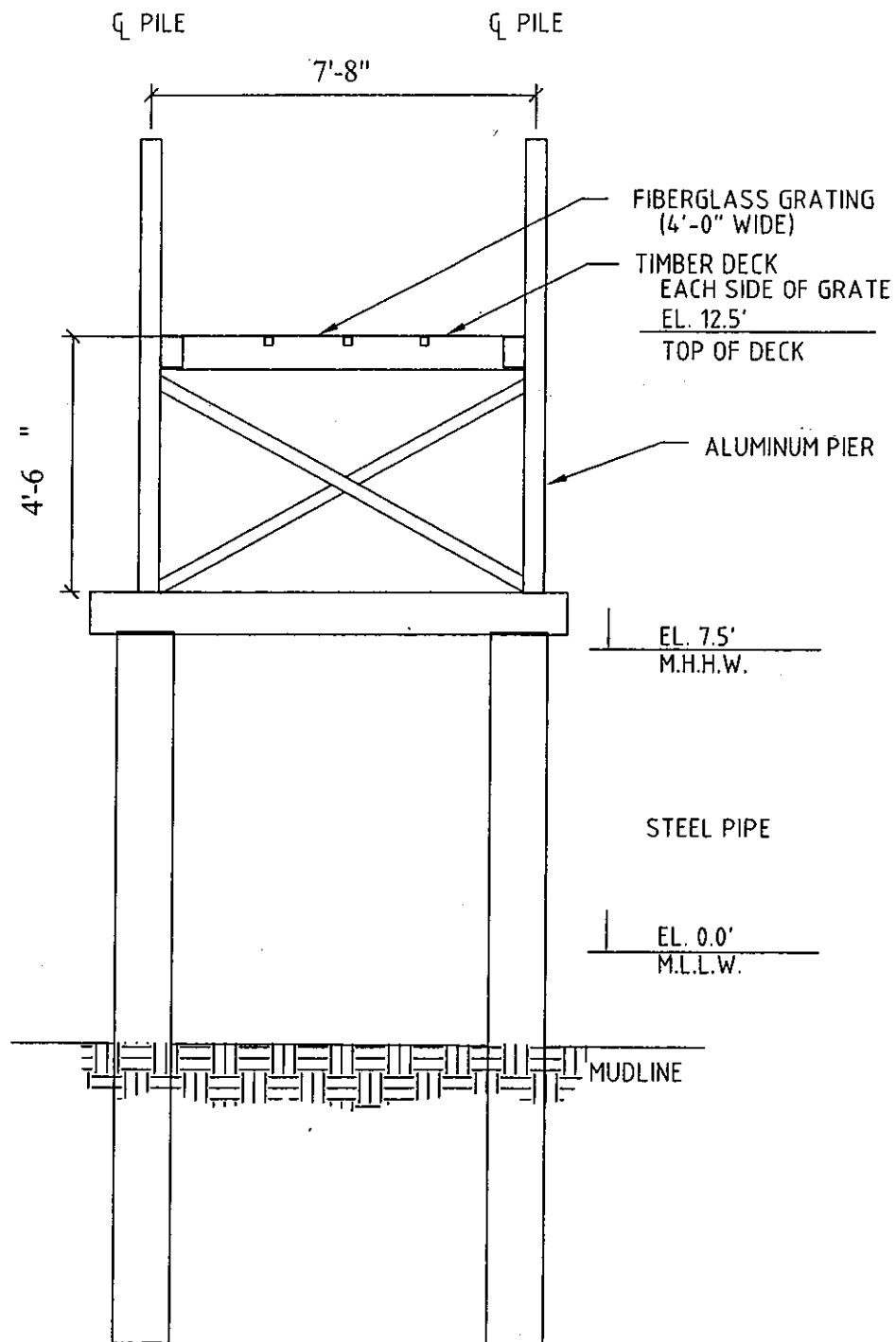
**REFERENCE:** # 1999-1-00663

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**AT/NEAR:** Entrance to Westcott Bay, San Juan Island, WA

**COUNTY:** San Juan County

**DATE:** 5/03/04 **REV.** 4/4/05  
**SHEET** 4 OF 5



## PIER SECTION

Scale: 3/32"=1'

**PURPOSE:** Joint-Use Moorage to access waters of Horseshoe Bay

**DATUM:** N.O.S. MLLW=0'

**ADJACENT PROPERTY OWNERS:**

#462650089 - Inskeep, Jerry

#462650071 - Inskeep, John

## PLAN VIEW

**APPLICANT:** Jerry Inskeep  
2101 Yacht Haven Road  
Friday Harbor, WA 98250

**REFERENCE:** # 1999-1-00663

**PROPOSED:** Constructing pier, install ramp, & float, drive piling, install anchors  
**IN:** Horseshoe Bay

**AT/NEAR:** Entrance to Westcott Bay, San Juan Island, WA

**COUNTY:** San Juan County

**DATE:** 5/03/04

**SHEET 5 OF 5**

REV: 4/4/05